

DRAFT LEGAL TEXT CHANGES FOR IGT184 (as of 2nd September 2026)

Further information on IGT184 - *RG008 Housekeeping: Parts CI-CV, L, O, and IGT UNC Derogations Guidance* can be found on the [IGT184 webpage](#).

DRAFTING KEY

Black: Existing IGT UNC provisions

Red: Draft legal text changes for IGT184

PROPOSED AMENDMENTS TO IGT UNC PART CI – SUPPLY POINTS

Amendments to Clause 1.1:

1 Introduction and Interpretation

- 1.1 For the purposes of the Code the following expressions have the following meanings:

"CSEP NExA Tables" is the IGT UNC Ancillary Document so entitled and issued from time to time by the Pipeline Operator and which will be subject to the Modification Rules as set out in Part L. For the avoidance of doubt the specific governance procedures set out in Part K 4~~23~~ (General Provision Relating to IGT UNC Ancillary Documents) will not be applicable to this particular IGT UNC Ancillary Document;

Amendments to Clause 3.1:

3 Classes of Supply Point

- 3.1 For the purposes of this Clause 3.1 the provisions of paragraph 2.1 of Section G of the UNC shall apply with the following changes:

the references to "Transporter" in paragraphs 2.1.4, 2.1.5(~~ba~~) and 2.1.6(c) shall be interpreted as a references to the "Large Transporter"

the reference to paragraph 3.4.6 of Section G of the UNC in paragraph 2.1.8 shall be interpreted as a reference to paragraph 3.4.6(a) as incorporated into Part CV by Clause 2.4 of Part CV.

Amendments to Clause 4:

4 Changes in Supply Point Classification, etc

For the purposes of this Clause 4 the provisions of paragraph 2.2 of Section G of the UNC shall apply with the following changes:

the reference to paragraph G5.2 of the UNC in paragraph G2.2.1 (a) shall be interpreted as a reference to paragraph G5.2 as incorporated into Part CI by Clause 13 of Part CI

the reference to paragraph G3.5 of the UNC in paragraph G2.2.1(c) shall be interpreted as a reference to paragraph G3.5 as incorporated into Part CI by Clause 2.11 of Part CI

the reference to paragraph G2~~.1~~.1 of the UNC in paragraph G2.2.1 shall be interpreted as a reference to paragraph G2.1 as incorporated into Part CI by Clause 3.1 of Part CI

the reference to Section A4 of the UNC in paragraph G2.2.1 shall be interpreted as a reference to Part CI of the IGT UNC.

the reference to paragraph 4.3 of Section B, Annex B-3 of the UNC in paragraph G2.2.4 shall be interpreted as a reference to Section B Annex B-3 as incorporated into Part CII by Clause 3.1 of Part CII

the reference to Section M5.14.1 of the UNC in paragraph G2.2.5 shall be interpreted as a reference to paragraph M5.14.1 as incorporated into Part E by Clause 15.1 of Part E

the reference to Section M5.8.1 of the UNC in paragraph G2.2.6(c) shall be interpreted as a reference to Section M5.8.1 as incorporated into Part E by Clause 9 of Part E

the reference to Section M5.9.1 of the UNC in paragraph G2.2.6(c) shall be interpreted as a reference to Section M5.9.1 as incorporated into Part E by Clause 10 of Part E.

Amendments to Clause 5:

5 Supply Meter Points and Business Day

- 5.1 In accordance with Part ~~DE~~ a Supply Meter Installation is required to be installed at each Supply Meter Point; but a point may be a Supply Meter Point notwithstanding that no such installation is installed at such point.

Amendments to Clause 6:

6 Annual Quantity

- 6.1 For the purposes of determining the Annual Quantity the provisions of Section G2.3 of the UNC shall apply with the following changes and subject always to paragraphs 6.2 to 6.4 below.

the reference to Section M5.6.2 in paragraph 2.3.7(b)(i) of the UNC shall be interpreted as a reference to Section M5.6.2 as incorporated into the IGT UNC by Clause 7.1 of Part E

the reference to Section M5.7.2 in paragraph 2.3.7(b)(i) of the UNC shall be interpreted as a reference to Section M5.7.2 as incorporated into the IGT UNC by Clause ~~18~~ of Part E

the reference to Section M1.5.3(e) in paragraph 2.3.7(e) of the UNC shall be interpreted as a reference to Section M1.5.3(e) as incorporated into the IGT UNC by Clause 8 of Part E

the references to Section H3.2 in paragraph 2.3.9(b) and 2.3.13(b) of the UNC shall be interpreted as references to Section H3.2 as incorporated into the IGT UNC by Clause 4.1 of Part F.

paragraph 2.3.14(a) shall not apply.

the reference to "System Exit Point" in in paragraph 2.3.15 of the UNC shall be interpreted as a reference to a "Supply Point or Supply Meter Point".

paragraph 2.3.19 shall not apply.

the reference to Section M5.3.4(b) in paragraph 2.3.23 of the UNC shall be interpreted as a reference to Section M5.3.4(b) as incorporated into the IGT UNC by Clause 4 of Part E.

Amendments to Clause 11.3 – 11.6:

- 11.3 To assist the Last Resort User in exercising its rights and discharging its obligations in respect of the Terminated Supply Meter Points, the CDSP shall use reasonable endeavours, subject to Clauses 1120.4 to 1120.6 to provide to the Last Resort User on the day of issue a copy of the TSMP Information.
- 11.4 By virtue of this Clause 1120.4, the Discontinuing User or (as the case may be) Premises Termination User, hereby is deemed to have given its written consent for the purposes of both Part K and Section 105 of the Utilities Act 2000 to the Pipeline Operator to disclose to the Last Resort User the TSMP Information pursuant to Clause 1120.3.
- 11.5 It is acknowledged that the TSMP Information contains information which has been provided to the Pipeline Operator by the Discontinuing User or (as the case may be) Premises Termination User, and accordingly the Last Resort User hereby acknowledges and agrees that:
- (a) the TSMP Information disclosed to it pursuant to Clause 1120.3 above shall not have been independently verified;
 - (b) it shall be solely responsible for making its own judgement and decision on the TSMP Information disclosed to it;
 - (c) neither the CDSP, nor any of its employees, agents, consultants, advisers or directors accept responsibility for, or make any representation or warranty (express or implied) regarding, the accuracy or completeness of the content of the TSMP Information; and
 - (d) the CDSP shall have no liability to the Last Resort User, in respect of any of the contents of the TSMP Information.
- 11.6 For the purposes of Clause 1120.3, the Last Resort User shall execute all such documents, deeds and assignments and perform such acts as the Pipeline Operator may reasonably require, including without limitation, executing any relevant documents, deeds and assignments or perform such acts necessary to ensure compliance with the provisions of the Data Protection Act 2018.

Amendments to Clause 12:

12 Supply Portfolios

- 12.1 For the purposes of this Clause 1221 the provisions of TPD Section G4.5 through G4.7 of the UNC shall apply with the following changes:

Any reference to a “Supply Meter Point Reference Number” will be interpreted as a Supply Meter Point Reference Number in respect of an IGTS Supply Meter Point as defined in the IGTA A2.1.1(g).

Paragraph G4.6.8 of the UNC shall be replaced by the following paragraph:

4.6.8 Unless otherwise agreed by the CDSP and User under paragraphs 4.6.6 or 4.6.9 where the User fails to create a Supply Meter Point Reference Number within the Registration Period the CDSP shall issue a request to the relevant Pipeline Operator to create a Supply Meter Point Reference Number to allow Supply Point Registration under 4.6.11.

Amendments to Clause 22:

22 Vacant Sites

22.1 Interpretation

For the purposes of the Code:

The “Vacant Site Guidance Document” is the document established, specified under TPD Section V12.1 (g) of the UNC and maintained in TPD Section V12 of the UNC.

22.2 For the purposes of this Clause 21.2 the provisions of TPD Section G10 of the UNC shall apply with the following changes:

The reference to H2 in paragraph 10.~~3.22.3~~(a) shall be interpreted as a reference to H2 but only to the extent that it applies to the calculation of NDM Supply Meter Point Demand pursuant to Part F of this Code.

The reference to M5.9 shall be interpreted as a reference to M5.9 but only to the extent that it applies in Part E Clause 10 of this Code.

The reference to M5.10 shall be interpreted as a reference to M5.10 but only to the extent that it applies in Part E Clause 11 of this Code.

PROPOSED AMENDMENTS TO IGT UNC PART CII – DM CAPACITY AND OFFTAKE RATE

Amendments to Clause 4 and 5:

4 Absolute Requirement

4.1 For the purposes of this Clause 4 the provisions of paragraph 5 of Section B Annex B-3 of the UNC shall apply with the following changes:

the word “NExA shall be replaced by ‘LCAA’

paragraph 5.~~1~~(c) shall not apply.

paragraph 5.4 shall not apply.

5 Pipeline Operator Determination of Feasibility

5.1 For the Purposes of this Part CII in respect of a DM Supply Point:

(a) the “Maximum Supply Point Capacity”

~~(ik)~~ where the DM Supply Point is the subject of an LDZ CSEP Ancillary Agreement (LCAA),

a. any maximum daily rate of offtake specified in the LCAA or

b. where not specified in the LCAA, 24 times any maximum offtake hourly rate specified in the LCAA

(ii) where not the subject of an LDZ CSEP Ancillary Agreement (LCAA), the quantity which the Pipeline Operator determines to be the maximum quantity which it is feasible to make available for offtake in a 24-hour period at the DM Supply Point

- (b) the “**Maximum Supply Point Offtake Rate**” is
- (i) where the DM Supply Point is the subject of an LDZ CSEP Ancillary Agreement (LCAA),
 - a. any maximum offtake rate specified in the LCAA
 - (ii) where not the subject of an LDZ CSEP Ancillary Agreement (LCAA), the instantaneous rate of offtake (in kWh/hour) which the Pipeline Operator determines to be the maximum instantaneous rate at which it is feasible to make gas available for offtake at the DM Supply Point
- in each case consistently with the requirements of Clause 4.

PROPOSED AMENDMENTS TO IGT UNC PART CIV – SUPPLY POINT DEREGISTRATION AND ISOLATION

Amendments to Clause 3 - 6:

3 Isolation

3.1 General

For the purposes of this Clause 3.1 the provisions of paragraph 7.1 of Section G of the UNC shall apply

3.2 Effect of Isolation

For the purposes of this Clause 3.2 the provisions of paragraph 7.2 of Section G of the UNC shall apply with the following changes:

the reference to Section H2 of the UNC in paragraph 7.~~2.24.3~~ shall be interpreted as a reference to Section H2 but only to the extent that it applies to the calculation of NDM Supply Meter Point Demand pursuant to Part F.

3.3 For the avoidance of doubt, isolation of a Supply Meter Point for the purposes of enabling Siteworks to be carried out shall not be Isolation.

4 Isolation Request

4.1 For the purposes of this Clause 4.1 the provisions of paragraph 7.3 of Section G of the UNC shall apply with the following changes:

paragraph 7.3.3 shall not apply

the reference to paragraph 8.1 of Section G of the UNC in paragraph G7.3.6 shall be interpreted as a reference to paragraph 8.1 as incorporated into this Part CIV by Clause 6.1.

5 Urgent Cessation of Flow of Gas

5.1 For the purposes of this Clause 5.1 the provisions of paragraph 7.4 of Section G of the UNC shall apply.

6 **Re-establishment**

6.1 For the purposes of this Clause 6.1, the provisions of paragraph 8 of Section G of the UNC shall apply with the following changes:

the reference to paragraph 7.2.4 of Section G of the UNC in paragraph G8.1.2 shall be interpreted as a reference to paragraph 7.2.4 as incorporated in this Part CIV by Clause 3.2

the reference to Section H2 of the UNC in paragraph 8.1.4 shall be interpreted as a reference to Section H2 but only to the extent that it applies to the calculation of NDM Supply Meter Point Demand pursuant to Part F

the words "in accordance with the Siteworks Terms and Procedures (as defined in Section Annex G-3)" shall be deleted from paragraph 8.2.1(a)

the words "and Energy Balancing Charges" and "and in respect of Energy Balancing Charges for which the Registered User is liable pursuant to this paragraph 8.2.1(b) a reconciliation will be carried out in accordance with Section E6" shall be deleted from paragraph 8.2.1(b)

the words "and Energy Balancing Charges" shall be deleted from paragraph 8.3.1(b)(i)

the words "in accordance with the Siteworks Terms and Procedures (as defined in Section Annex G-3)" shall be deleted from paragraph 8.3.1(b)(iii)

paragraph 8.3.1(c) shall not apply

the reference to "Capacity Charges and Customer Charges" in paragraph 8.3.1(d)(i) shall be interpreted as a reference to "Transportation Charges"

the words "in accordance with Siteworks Terms and Procedures (as defined in Section Annex G-3)" shall be deleted from paragraph 8.3.1(d)(iii)

the words "and Energy Balancing Charges" shall be deleted from paragraph 8.3.3(c)

the words "in accordance with Siteworks Terms and Procedures (as defined in Section Annex G-3)" shall be deleted from paragraph 8.4.1(a)

the words "and Energy Balancing Charges" and "and in respect of Energy Balancing Charges for which the Registered User is liable pursuant to this paragraph 8.1.2(b) an Offtake Reconciliation will be carried out in accordance with Section E6" shall be deleted from paragraph 8.4.1(b)

the words "and Energy Balancing" shall be deleted from paragraph 8.5.1(b)

the words "NTS Exit Commodity Charges, LDZ Commodity Charges and Commodity Variable Component of Customer Charges" in paragraph 8.5.2(a) shall be interpreted as a reference to "Transportation Charges"

the words "and Energy Balancing Charges" shall be deleted from paragraph 8.5.2(a)

the words "in accordance with Siteworks Terms and Procedures (as defined in Section Annex G-3)" shall be deleted from paragraph 8.5.2(c)

paragraphs 8.5.3 shall not apply

the words "and Energy Balancing Charges" shall be deleted from paragraph 8.6.1(b)

the words "in accordance with Siteworks Terms and Procedures (as defined in Section Annex G-3)" shall be deleted from paragraph 8.6.2(b)

the words "and Energy Balancing Charges" shall be deleted from paragraph 8.6.3(c)(ii)

the words "in accordance with Siteworks Terms and Procedures (as defined in Section Annex G-3)" shall be deleted from paragraph 8.7.2(a)

the words "and Energy Balancing Charges" shall be deleted from paragraph 8.7.2(b)

the words "and in respect of Energy Balancing Charges for which the User is liable pursuant to paragraph 8.2.1(b) an Offtake Reconciliation will be carried out in accordance with Section E6." shall be deleted from paragraph 8.7.2(b)

the words "and Energy Balancing Charges" shall be deleted from paragraph 8.7.4(c)

PROPOSED AMENDMENTS TO IGT UNC PART CV – NEW SUPPLY METER POINTS AND OTHER SITEWORKS

Amendments to Clause 2:

- 2.4 For the purposes of the Code, paragraphs 3.4.1(d)(i), 3.4.1(e)(i) and 3.4.4 through 3.4.9 of Section G of the UNC will apply with the following changes

The words "paragraph 5" in paragraph 4.3.73.4.7(a) shall be replaced with "paragraph 5 as incorporated into the Code by Part CI"

The reference to paragraph 5.13.167(a) of Section M of the UNC in paragraph 3.4.8(a)(i) and 3.4.8(a)(ii) shall be interpreted as a reference to paragraph 5.13.16(a) as incorporated into the Code by Clause 14.1 of Part E.

2.5

PROPOSED AMENDMENTS TO IGT UNC PART L – MODIFICATION RULES

Amendments to Clause 2:

2 Interpretation

- 2.1 In addition to terms defined elsewhere in the IGT UNC, the following terms and expressions have the following meanings in this Part L:

"Affected Person": in relation to a Modification Proposal, a person (other than a Pipeline User) likely to be materially affected were such a Proposal to be implemented;

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"Review Proposal": the meaning set out in Clause 22.1.118.1.1;

- 2.6 Each Pipeline Operator and each Pipeline User shall notify to the Code Administrator a Change Administrator including details of their electronic email address.

Amendments to Clause 3:

3 Critical Friend

- 3.1 In carrying out its obligations including under these Modification Rules and in compliance with the Code of Practice, the Code Administrator shall act as Critical Friend and provide such assistance as a Pipeline User (and in particular Small Participants), a Pipeline Operator or a Consumers' Representative may reasonably require, which shall include but not be limited to assistance in relation to:
- (a) the drafting of a Modification Proposal;
 - (b) the provision of advice in relation to the operation and effect of the IGT UNC or an Individual Network Code;
 - (c) the Pipeline User or Pipeline Operator's participation, involvement and representation in the Modification Procedures (including but not limited to IGT UNC Modification Panel and/or Work Group meetings);
 - (d) accessing information relating to a Modification Proposal, Modifications and the Modification Procedures;
 - (e) the drafting or application of a Derogation Application; and
 - (f) the provision of advice in relation to the operation and effect of an IGT UNC Derogation if implemented in the IGT UNC.

Amendments to Clause 6:

6 Determinations of and Convening Meetings of the IGT UNC Modification Panel

- 6.1 Except as otherwise provided in the Modification Rules and Derogation Rules as set out in Part O:
- (a) determinations of the IGT UNC Modification Panel shall be made by Panel Majority;
 - (b) Work Groups may be created or dissolved by Panel Majority.

Amendments to Clause 15:

- 15.3 Where the IGT UNC Modification Panel has determined a Modification Proposal should be referred to a Work Group and:
- (a) the Work Group Report in respect of such Modification Proposal has been sent to all Members in accordance with Clause 19.4; or

- (b) the IGT UNC Modification Panel has made a determination to refer the Work Group Report in respect of such Modification Proposal back to the Work Group for revision or further work under Clause 19.15(b) and such Work Group Report has been sent to all Members in accordance with Clause 19.4 after such revision or further work;

an Alternative Modification Proposal shall not be made in respect of the Modification Proposal or be considered by the Work Group.

Amendments to Clause 19:

19.15 Composition of Work Group Reports:

- (a) without prejudice to Clause 19.153(c) the Code Administrator shall prepare a Work Group Report which shall set out the information, and be in the form, specified on the IGT UNC Website;
- (b) the Code Administrator and the Work Group shall together use their reasonable endeavours to complete the Work Group Report in the timescale determined in accordance with Clause 20.2; and
- (c) if two (2) or more Modification Proposals shall have been considered together by the Work Group, the Work Group Report shall report on each Modification Proposal.

Amendments to Clause 23:

23 Consultation Procedures

23.1 Modification Proposal to proceed to Consultation

23.1.1 If the IGT UNC Modification Panel determines pursuant to Clause 18.7(a) that a Modification Proposal should proceed to Consultation:

- (a) the IGT UNC Modification Panel shall be deemed to have requested that the IGT UNC Operators provide legal text unless the IGT UNC Modification Panel determines that legal text is not required for the purposes of the Draft Modification Report or Final Modification Report (which may be the case where Suggested Text has been provided by the Proposer and is sufficient in the view of the IGT UNC Modification Panel); and
- (b) the IGT UNC Modification Panel shall inform the Code Administrator if it determines that the time periods set out in Clauses 19.2 and 19.3 for Consultation should, in its opinion, be deviated from in relation to the relevant Modification Proposal.
- (c) where the Modification Proposal is not a Self-Governance Modification Proposal, the Code Administrator may invite each IGT UNC Operator, each User, Affected Person (if any) to make representations in respect of whether such Modification Proposal should not be a Self-Governance Modification Proposal.

23.2 Draft Modification Report Consultation

23.2.1 Following determination of the IGT UNC Modification Panel that a Modification Proposal should proceed to Consultation under Clause 23.1, the Code Administrator shall prepare a Draft Modification Report in accordance with Clause 25 within:

- (a) fifteen (15) Business Days, where the IGT UNC Modification Panel has determined that legal text is required; or
- (b) three (3) Business Days, where the IGT UNC Modification Panel has determined that legal text is not required,

and such other time period as the IGT UNC Modification Panel shall determine.

23.2.2 Where the IGT UNC Modification Panel has determined that legal text is required, then within one Business Day of receiving such Draft Modification Report the Code Administrator shall circulate the Draft Modification Report to the next meeting of the IGT UNC Modification Panel and subject to Clause 23.2.3, within one (1) Business Day following the date upon which the IGT UNC Modification Panel meeting is convened, the Code Administrator shall circulate it to each IGT UNC Operator, each Member, each Pipeline User, each Third Party Participant and each Affected Person (if any) inviting them to make (or withdraw earlier) representations to the IGT UNC Operators within fifteen (15) Business Days following the date of that invitation.

Amendments to Clause 28:

28.4 Unless otherwise expressly provided, any document, notice or other communication to be given to or made by any person pursuant to or in accordance with the Modification Rules shall be made in accordance with Part K. Unless the IGT UNC Modification Panel determines otherwise, it is agreed that documents, notices or other communications made under the Modification Rules may be submitted by electronic email.

PROPOSED AMENDMENTS TO IGT UNC PART O – DEROGATION RULES

Amendments to Clause 1:

1 GENERAL

1.1 Introduction

1.1.1 This SectionPart O sets out:

- (a) provisions relating to application and implementation of IGT UNC derogations;
- (b) provisions relating to IGT UNC derogation appeals;
- (c) provisions relating to IGT UNC derogation impacts;
- (d) provisions relating to UNC derogation impacts;
- (e) provisions relating to derogation reporting and cessation; and
- (f) derogation use cases.

Amendments to Clause 2:

2.1.6 The IGT UNC Modification Panel will reject the IGT UNC Derogation Application if:

- (a) any of the requirements of paragraph 2.1.2 are not complied with;
- (b) the application proposes the IGT UNC Derogation apply in respect of and ~~E~~excluded ~~P~~provision; and/or
- (c) IGT UNC Derogation Application is not materially different from an earlier application which the should not to implemented.

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2.1.8 The IGT UNC Modification Panel may determine (by Panel Majority):

- (a) the IGT UNC Derogation Application does not comply with a IGT UNC Derogation Use Case, in which case the IGT UNC Derogation Application shall lapse and have no further effect;
- (b) additional steps need to be undertaken, or additional analysis or information is required, before the IGT UNC Derogation Application can proceed to consultation, in which case the applicant Party shall be invited to revise and re-submit the IGT UNC Derogation Application;
- (c) ~~shall be invited to revise and re-submit the IGT UNC Derogation Application.~~ Once it is so further developed, it shall be placed on the Agenda of the next following meeting of the IGT UNC Modification Panel or at a meeting of the IGT UNC Modification Panel occurring not less than eight (8) Business Days after a copy of the revised application has been sent in;
- (d) the IGT UNC Derogation Application should proceed to consultation, in which case the Code Administrator shall invite each Relevant Person to make representations in respect of the IGT UNC Derogation Application to the Code Administrator within fifteen (15) Business Days (or such other period as the IGT UNC Modification Panel may determine) of the Code Administrator's invitation. The IGT UNC Modification Panel may also determine additional consultation questions to be added to the standard consultation; or
- (e) consideration of the IGT UNC Derogation Application should be deferred to a subsequent meeting of the IGT UNC Modification Panel.

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2.1.14 Where a Party submits an IGT UNC Derogation Application ("second application") which is intended to replace an earlier application ("first application") submitted by the same Party:

- (a) where the IGT UNC Modification Panel has yet to make a recommendation to the Authority under paragraph 2.1.8 in respect of the first application, the first application shall lapse and have no further effect; or
- (b) where the IGT UNC Modification Panel has made a decision with regarding the first application, the first application and the second application

shall each be considered by the IGT UNC Modification Panel and the Authority in accordance with the provisions of this paragraph 2.

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- 2.1.16 Notwithstanding any provision of this paragraph 24, the IGT UNC Modification Panel may determine, in its absolute discretion, the priority and timetable for any steps proposed to be undertaken by the IGT UNC Modification Panel in relation to an IGT UNC Derogation Application.

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- 2.2.3 Subject to paragraph 2.2.43, for the duration of the Derogation Period:

- (a) each Derogation Party shall be relieved of their obligation to comply with the Code to the extent permitted by the IGT UNC Derogation; and
- (b) no act or omission by a Derogation Party that would be a breach (or in the case of a User, a User Default) shall be deemed to be a breach (or User Default) of the Code to the extent only that such act or omission is permitted by an IGT UNC Derogation.

PROPOSED AMENDMENTS TO IGT UNC INNOVATION DEROGATIONS GUIDANCE

2. Approved Derogation Use Cases

This section lists the Use Cases, these are defined in the IGT UNC, with additional clarity included here around the minimum requirements for application and the associated evidence to be provided.

Where a Use Case definition is provided in this document it is for clarity only, and will be taken from the IGT UNC definition. For the avoidance of doubt, should this document and code become misaligned, code will take precedent.

1. Delivery of the UK's target of Net Zero Carbon emissions as defined in Special Condition 1.1 of the Gas Transporter's Licence:

Net Zero Development means a change in circumstances related to the achievement of the Net Zero Carbon Targets that is:

- (a) a change in national government policy (including policies of the devolved national parliaments);
- (b) a change in local government policy;
- (c) the successful trial of new technologies or other technological advances;
- (d) a change in the pace or nature of the uptake of low carbon technologies; or
- (e) a new obligation arising from the agreement of a Local Area Energy Plan or an equivalent arrangement.

~~IGT UNC Modification required to add items to this list~~

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4. Assessment by IGT UNC Panel

Each Derogation request is assessed by the IGT UNC Panel individually on its merits in terms of meeting the minimum requirements set out in this document and the likely effect on other IGT UNC Parties, wider industry, and consumers. It will also consider the intended outcome of the trial and project as a whole in relation to progress towards the relevant use case.

In its assessment the IGT UNC Modification Panel will consider the impact and the mitigations proposed for:

- Consumers – the extent to which the non-compliance impacts on consumers, for example through increased costs, or risks of failure of supply
- Competition – for example, any competitive advantage that may arise from granting the Derogation
- Other parties affected by the non-compliance, including where relevant, but not limited to:
 - Central Data Systems Provider (CDSP)
 - Large distribution network operators
 - Other IGTs
 - Gas Shippers
 - Any other parties (e.g. Suppliers, meter equipment managers)

For the avoidance of doubt, it is up to the proposer to confirm that it has complied with all relevant safety requirements. The Panel shall not be required to independently verify any statement or representation made by the applicant Party regarding health and safety matters contained in the Derogation Application.

Where considered appropriate by the Panel, direct contact may be made any party via the Code Administrator to seek their views on the impact of the derogation.

A representative of the Party making the Derogation request is expected to attend the relevant IGT UNC Panel meeting(s) where the Derogation is to be discussed to respond to any questions from the Panel.

The Panel will initially consider the application to determine whether it is complete and the appropriate evidence has been included and if so will vote ~~by majority~~ to issue for industry consultation. The Panel may also include additional questions within the consultation if they consider them relevant (approval of such questions will be by Panel majority). Suggested questions include:

- Do you agree with the benefits identified?
- Are there any consequences that would occur, should this derogation be implemented, on consumers, market participants or third parties that have not been mitigated or considered?

The Panel will consider any views from the both Large and Small Gas Transporters of the impact of the derogation on them being able to effectively and efficiently operate their system if a derogation were granted.

The IGT UNC Modification Panel will then, at a scheduled meeting, no less than eight business days following the closing date of the derogation consultation, determine whether to

recommend approval of the of the derogation request to Ofgem. (The IGT UNC Panel will have discretion to consider a derogation for approval at short notice).

The Code Administrator will compile a Final Derogation Report (FDR) in which will include any key points raised in consultation responses. This FDR will also include relevant points from the discussion at Panel and their overall decision in relation to approval or rejection.

The Panel will consider the derogation request and consultation responses received. If matters are raised during the consultation that were not fully considered in the initial request, they may ask the applicant to amend their proposal to include actions to mitigate the issue(s) identified. If these matters are material, then the Panel may decide (by majority vote) to send the request out for further consultation. Ofgem determine whether a derogation should be approved or rejected.

5. Ofgem determine whether a derogation should be approved or rejected. **Implementation**

A derogation will be implemented as directed by Ofgem.

An approved derogation request will only be valid once any other required and relevant licence, or mandated body, derogation has also been granted (or determined not to be relevant). Safety related matters must be satisfactorily concluded before Panel can make a recommendation to the Authority. Where additional derogations are required, the applicant must notify the Code Administrator once they have received all required approvals and to confirm the start date. The IGT UNC Code administrator will notify market participants and publish this information on the IGT UNC website. A derogation must contain either a fixed end date, or contain a backstop date: at either point the derogation will cease to be valid. The Authority have the ability to impose their own backstop date, in which case this will supersede any stipulated end or backstop date provided by the proposer.

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7. Operation of Derogation

Whilst the derogation is in effect, the party holding the derogation should send a report to the IGT UNC Panel every ~~six~~ months reporting progress and highlighting any issues.

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Appendix B – Supporting Information

- Copy of 'Innovation Pack' or similar that has been created to support a funding application or other related applications containing the following information relating to the overall project:
 - The overall objective of the project
 - Market Analysis
 - Project plan including key milestones
 - Funding stream evidence / approval
 - Market Analysis
 - Approval / awareness from BEIS Competent Authority / Ofgem
- ~~Commercially sensitive information may be redacted; provided it has no bearing on the actual nature and impact of the Derogation being requested.~~
- Communication plan, risk assessment and risk management plan
- A list of impacted parties and proposed compensation / mitigation
- Statement from the CDSP that they are able to facilitate data and systems impacts.

- Evidence that all necessary interactions with HSE have taken place and been satisfactorily concluded. This must (at a minimum) include the applicant's safety assessment which must demonstrate that the derogation does not adversely impact on:
 - the safe management of Gas flow through a network;
 - the arrangements to minimise the risk of a Gas supply emergency; o the arrangements for dealing with Gas supply emergencies; and
 - the arrangements for dealing with reported Gas escapes and incidents
 'Gas' as defined in the Gas Act.
- Evidence that other, required Derogation applications have been made and not rejected.
- Evidence of any consultation with IGT UNC parties and/or affected consumers and/or affected third parties including responses to such consultation
- Plan for 'return to normal' at end of derogation